

Rec 014572
52

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Jason A. Smith

NATIONSTAR MORTGAGE LLC
ORLANS ASSOCIATES
WAYNE COUNTY TREASURER
FIRST AMERICAN REO SERVICING
TITLE SOURCE

Case: 2:09-cv-14572
Judge: Battani, Marianne O
M.J: Majzoub, Mona K
Filed: 11-23-2009 At 02:03 PM
CPL JASON SMITH V NATIONSTAR MORTGA
GE, ET AL (LG)

Jason A. Smith
Inpropria Persona
12210 Santa Rosa
Detroit, MI 48204
313-772-0300

COMPLAINT

Now comes Jason A. Smith, in Properia Persona, hereinafter "Plaintiff, Reserving all Rights.

1. This is an action brought pursuant to 28 USC 1331; 28 USC 1332(a)(1); USC 1337 and 18 USC 1961-1968.
2. Jurisdiction and venue are proper.
3. The matter in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00), exclusive of interest and costs.
4. An actual controversy exists between the parties.
5. Plaintiff is the owner of the property located in:
City of Detroit, County of Wayne, Michigan: Lot 1088, BROOKLING NUMBER 4, as recorded in liber 43, pages 67 through 82 of plats, Wayne County Records subject to building and use restrictions and easements of record, if any: 19300 Margareta St. Detroit, Michigan 48219.
6. That on March 7, 2007 plaintiff entered into a unconscionable contract with Nationstar Mortgage LLC.

7. That on May 1, 2009 a non-judicial foreclosure sheriff sale was held. Plaintiff issued the instrument which Nationstar Mortgage LLC alleges is in default.

GENERAL ALLEGATIONS

8. Plaintiff alleges because defendant can not prove the existence of the note, there is no note to recover on.
9. Defendant has ulterior motive exercising such perverted use of the system to establish a default judgment. Debtor suffered damage as a direct result.
10. Defendant's sheriff deed and default judgment was rendered by a court which lacked jurisdiction, either of the subject matter or the parties, *Wahl v. Round Valley Bank* 38 Ariz. 411, 300 P. 955 (1931); *Tube City Mining & Milling Co. v. Otterson*, 16 Ariz. 305, 146 P. 203 (1914); and *Milliken v. Meyer*, 311 U.S. 457, 61 S.Ct. 339, 85 L.Ed. 2d 278 (1940).
11. Plaintiff alleges defendant is servicer to a void contract.

UCC VIOLATIONS

12. Plaintiff alleges that when original mortgage did not disclose the truth that Plaintiff was the maker and drawer of the account established by the Promissory note this contract became unconscionable UCC § 2-302.
13. Plaintiff alleges that Defendant is not bona fide holder of the Instrument of physically in possession of the instrument.
14. Plaintiff alleges accord and satisfaction has been reached in accordance with UCC 3-311 (d). Plaintiff alleges defendant knew the instrument tendered at closing provided full satisfaction for 19300 Margareta, Detroit upon extension of my signature as Maker and Drawer of the Note.
15. Plaintiff is identified in the records of a securities intermediary as the person having a security entitlement against the securities intermediary. A person acquiring a security entitlement by virtue of UCC Section 8-501 (b)(2) or (3), that person is the entitlement holder.

RICO VIOLATIONS

16. Plaintiff alleges Defendant intentionally attempted to conceal the true terms and conditions of the alleged loan and I had no opportunity, at that time, to obtain knowledge of the true terms and condition which are similar to stealing, counterfeiting, and swindling.

29. Defendants are guilty of purporting the legal system.
30. Defendant Nationstar Mortgage LLC has attempted to sell copies of imitations of the security instrument.
31. Said acts of Defendant Nationstar Mortgage LLC constitute violations of the Uniform Securities Act 451.503 – imitation or false ingots, bullion, wafers, medals, artifacts or instruments representing securities. Section 103.

FAIR DEBT COLLECTIONS PRACTICES ACT VIOLATIONS

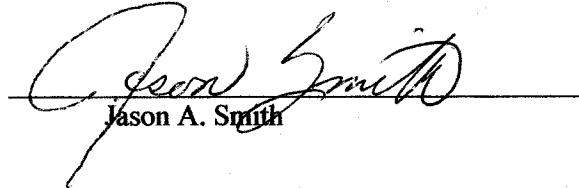
32. Plaintiffs incorporate paragraphs 1-31 as though stated verbatim herein.
33. Defendant Orlans Associates have violated the Fair Debt Collections Act by failing to cease and desist collection activities as a third party debt collector, when I disputed the debt alleged by Defendant Nationstar Mortgage and asked for verification of the debt.
34. Defendant Orlans Associates has not provided Ratification of Commencement as required by Rule 17 of the FRCP by not providing **PROOF OF CLAIM** as requested in a letter dated January 1, 2009.

MISCELLANEOUS

35. Defendant Title Source Inc. has attempted to claim title from Plaintiff of Warranty Deed. (See Exhibit B)
36. Defendant Wayne County Treasurer recorded Certificate of Forfeiture of Real Property due to NON PAYMENT (See Exhibit C). Payment Voucher (See Exhibit D) states amount due. Voucher and 1040-V were mailed and received (See Exhibit E). Balance for 2007 Tax Year is not stated.
37. Defendant Nationstar Mortgage LLC has received payment voucher and 1040-V (See Exhibit I). Defendant Nationstar Mortgage LLC has not posted payment (See Exhibit O)

WHEREFORE, I pray that this honorable court finds each Defendant has committed these offenses and find each defendant guilty of conspiracy under the color of law, extortion, racketeering, **FRAUD**, Usury and award quiet title, punitive and statutory damages in the amount of \$6,666,666.66 per defendant.

Dated: November 21, 2009



Jason A. Smith

Exhibit A: First American RES – ATTN Nationstar Mtg ASSIGNMENT OF LIEN
Exhibit B: Warranty Deed 19300 Margareta
Exhibit C: Certificate of Forfeiture of Real Property
Exhibit D: Payment Voucher & 1040-V \$2,492.15 to City of Detroit Treasury Division
Exhibit E: Certified Mail Confirmation Receipts to City of Detroit – Property Tax
Exhibit F: Letter to Orlans Associates
Exhibit G: Letter from Orlans Associates
Exhibit H: Letter from Orlans Associates
Exhibit I: Payment Voucher, 1040-V \$11,865.15 to Nationstar Mortgage & Certified Mail Confirmation Receipt
Exhibit J: Proof of Claim
Exhibit K: Certified Mail Confirmation Receipts Proof of Claim
Exhibit L: Letter to First American Reo Servicing
Exhibit M: Notice and Demand Orlans Associates
Exhibit N: UCC
Exhibit O: Nationstar Mortgage LLC October Statement
Exhibit P: Affidavit of Notice of Default

Drafted by: Chloe Crow 2009 APR -9 AM 10:25

Please Return To:
 First American RES - ATTN Nationstar Mtg
 450 E. Boundard Street
 Chapin, SC 29036

When recorded return to:

e-Title
 PO Box 5041
 Troy MI 48007-5041

426-0238

ASSIGNMENT OF LIEN

Bernard J. Youngblood
 Wayne County Register of Deeds
 April 09, 2009 10:25 AM
 Liber 47844 Page 401-403
 #209153552 ASG FEE: \$21.00

The State of **Michigan**COUNTY OF **WAYNE**

Know all Men by These Presents:

That Quicken Loans Inc acting herein by and through its duly authorized officers, hereinafter called transferor, of the County of Dallas, State of Texas, for and in consideration of TEN AND NO/100 DOLLARS CASH, AND OTHER VALUABLE CONSIDERATION, to it in hand paid by Nationstar Mortgage LLC ~~1100 W. O. Box 199500, Dallas, Tx 75219~~ ^(H) hereinafter called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred, and Assigned and by these presents does Sell, Convey, Transfer, and Assign unto the transferee the hereinafter described indebtedness.

AND Transferor further Grants, Sells, and Conveys unto the Transferee, all rights, title, interest, and liens owned or held by the Transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said Transferee, Transferee's successors and assigns the following described indebtedness together with all and singular the following mentioned lien and any and all liens, rights, equities, remedies, privileges, titles, and interest in and to said land, which Transferor has by virtue of being legal holder and owner of said indebtedness.

SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:

One certain promissory note executed by **JASON SMITH**, a married man and **ALIA SMITH**, his wife payable to the order of Quicken Loans Inc in the sum of **69,825.00** dated **3/7/2007** and bearing interest and due and payable in monthly installments as therein provided.

Said note being secured by Security Instrument of even date therewith duly recorded in the Public Records of **WAYNE** County, **Michigan** and secured by the liens therein expressed on the following described lot, tract, or parcel of land lying and being situated in **WAYNE** County, **Michigan** to wit:

SEE ATTACHED

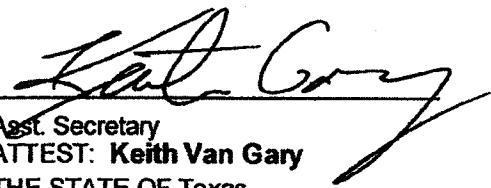
* Mortgage Electronic Registration Systems, Inc., as nominee for
 * 450 E. Boundard St
 Chapin, SC 29036

Tax ID/PIN: W221015753S Property Address: 19300 MARGARETA DETROIT, MI 48219

MTG Recorded 3/27/2007 at _____, Doc No. 207112454 BK 46114 PG 350 of WAYNE County

EXECUTED, without recourse and without warranty on the undersigned this 23rd day of February, 2009.

*Quicken Loans Inc
Dated: 1/11/2009



Asst. Secretary
ATTEST: Keith Van Gary
THE STATE OF Texas
COUNTY OF Dallas

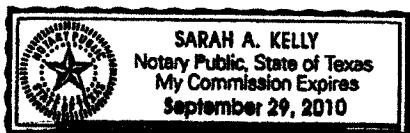


BY: Robert Newswanger
Document Signer

350 Highland Dr
Lewisville, TX 75067

11th

Jan. BEFORE ME, the undersigned, a Notary Public in and for the state aforesaid, on this 23rd day of February, 2009 personally appeared Robert Newswanger, Document Signer of Quicken Loans Inc, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that this person executed the same purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.




Notary Public In and For
The State Of Texas
County Of Dallas
My Commission Expires : 9/29/2010
Printed Name Sarah A. Kelly

*Mortgage Electronic Registration Systems Inc. as
nominee for

PracticeMaster SnapShot

Case	426.0238
Tax ID	Ward 22 Item 015753
Legal Description	Lot 1088, Brookline Subdivision Number 4, as recorded in Liber 43, Page 67 of Plats, Wayne County Records.
AcreageOver3Acres	No
Actual Acreage	\$0.00
Condo	No
County2	Wayne
Date	mm/dd/yyyy
Recorded_Date	mm/dd/yyyy
Acreage	\$0.00

Orlans Associates, PC

Printed by: Renee Hiveley

Wednesday, 04/08/2009 10:40 am

2007 APR 26 AM 9:20

Bernard J. Youngblood
 Wayne County Register of Deeds
 April 26, 2007 09:20 AM
 Liber 46246 Page 782-782
 #287196913 MD FEE: \$15.00

REC'D
APR 26 2007

WARRANTY DEED

File No. 1-576406

03/29/07

KNOW ALL PERSONS BY THESE PRESENTS: That Lee Ethel Grant, a single woman

Whose address is 29139 Wellington Court E. # 22 Southfield, MI 48034

Convey(s) and Warrant(s) to Jason Smith and Alia Smith, husband and wife

Whose address is 12210 Santa Rosa, Detroit, MI 48204

the following described premises situated in the City of Detroit, County of Wayne and State of Michigan, to-wit:

R# 2526139

Lot 1088, BROOKLINE SUBDIVISION NO. 4, as recorded in Liber 43, Page 67 Plats, Wayne County Records.

Commonly known as: 19300 Margareta Detroit, Michigan 48219
 Tax Parcel # W22 J015753
 C1

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument.

MAR 29 2007

for the full consideration of: Seventy Three Thousand Five Hundred and 00/100 Dollars (\$73,500.00)

Subject to: easement, use, building and other restrictions of record, if any.

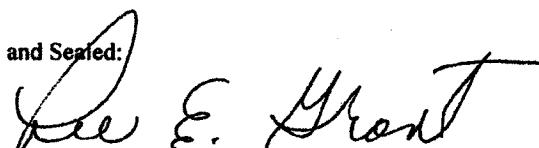
No. 46246 Clerk

Treasurer, City of Detroit

Dated: March 07, 2007

Signed and Sealed in presence of

Signed and Sealed:



Lee Ethel Grant

STATE OF
MICHIGAN
 Wayne County
 April 26, 2007 09:20:26 AM
 Receipt # 144800



REAL ESTATE
 TRANSFER TAX
 \$80.00 - CO
 \$551.25 - ST
 Stamp # 15245

STATE OF MICHIGAN

)

COUNTY OF OAKLAND

)SS.

The foregoing instrument was acknowledged before me on March 7, 2007, by Lee Ethel Grant, a single woman.

Notary Public
 Acting in
 My commission expires:

County, Michigan
 County

JENNIFER BUTASH
 NOTARY PUBLIC, LIVINGSTON COUNTY, MI
 MY COMMISSION EXPIRES
 SEPTEMBER 16, 2010
 Acting in the County of Oakland

Bernard J Youngblood
Wayne County Register of Deeds
April 9, 2009 12:17 AM
Liber 47840 Page 1075-1075
209149791 COF Fee: \$13.00
Electronically Recorded

**WAYNE COUNTY TREASURER
CERTIFICATE OF FORFEITURE OF REAL PROPERTY**

I hereby certify that on, March 1, 2009 the following real property was forfeited to the Wayne County Treasurer for NON PAYMENT OF REAL PROPERTY TAX YEAR 2007.

This property will be titled absolutely in the name of Wayne County Treasurer if not redeemed on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under MCL 211.78k, or in a contested case, 21 days after the entry of a judgment foreclosing the property under MCL211.78k.

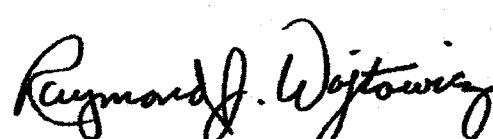
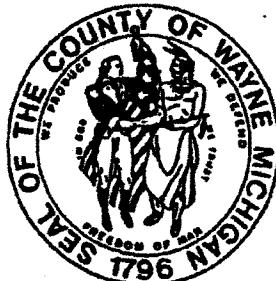
Taxpayer's Name and Address: **JASON SMITH, ALIA SMITH
19300 MARGERETA
DETROIT, MI 48219**

Property located in the CITY OF DETROIT, WAYNE COUNTY, MI 48219
Property ID No: 22015753

Property Description:
N MARGARETA LOT 1088 BROOKLINE NO 4 SUB L43 P67 PLATS, W C R 22/418 45 IRREG

Commonly known as: **19300 MARGARETA, DETROIT**

Dated this Day 4/8/2009



Raymond J. Wojtowicz

Wayne County Treasurer



2008 CITY OF DETROIT
 CITY, COUNTY, SCHOOL TAX/FEES BILL
 CITY OF DETROIT FINANCE DEPARTMENT
 TREASURY DIVISION
 COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD AVE ROOM 120
 DETROIT, MICHIGAN 48226

PARCEL # 22015753

TOTAL DUE \$2,492.15

AMOUNT PAID 2,492.15

0000200801002683010000220157531000000000002492159

7/18/09

363025626

*****3-DIGIT 482 1/6 0238444
 SMITH, JASON & ALIA
 19300 MARGERETA
 DETROIT, MI 48219

MONEY ORDER
 PAYABLE TO THE
 UNITED STATES TREASURY

\$1,360.90 1ST SUMMER PMT DUE 08/15/2008
 \$1,131.25 2ND SUMMER PMT DUE 01/15/2009
 \$2,492.15 OR FULL SUMMER PMT DUE 08/31/2008

Partial Legal Description:

N MARGARETA 1088 BROOKLINE NO 4 SUB L43 P67 PLATS, W
C R 22/418 45 IRREG

Property Address : 19300 MARGARETA

Form **1040-V**Department of the Treasury
Internal Revenue Service (99)**Payment Voucher**

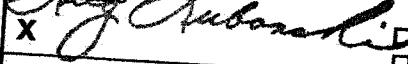
OMB No. 1545-0074

2008

► Do not staple or attach this voucher to your payment or return.

Print or type	1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order	Dollars	Cents	
	363 02 5626			2,492	15	
	4 Your first name and initial		Last name			
	JASON A		SMITH			
	If a joint return, spouse's first name and initial		Last name			
Home address (number and street)					Apt. no.	
12210 SANTA ROSA DR						
City, town or post office, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)						
DETROIT MI 48204						

Cat. No. 20975C

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) JUL 21 2009 C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Department 268301 City of Detroit - Property Tax PO Box 55000 Detroit MI 48255-2683</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7008 3230 0003 2322 7093</p>		<p>Domestic Return Receipt</p>	

PS Form 3811, February 2004

102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) JUL 21 2009 C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Department 268301 City of Detroit - Property Tax PO Box 55000 Detroit MI 48255-2683</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7008 3230 0003 2322 7086</p>		<p>Domestic Return Receipt</p>	

PS Form 3811, February 2004

102595-02-M-1540

Jason Smith
12210 Santa Rosa
Detroit, MI, 48204

ORLANS
PO BOX 5041
Troy, Michigan 48007

Re: Acct Ref. # 426.0238

To Whom It May Concern:

This letter is being sent to you in response to a notice a couple entries by your company on my credit reports. Be advised that this is not a refusal to pay, but a notice sent pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g Sec. 809 (b) that your claim is disputed and validation is requested.

This is NOT a request for "verification" or proof of my mailing address, but a request for VALIDATION made pursuant to the above named Title and Section. I respectfully request that your offices provide me with competent evidence that I have any legal obligation to pay you.

What do I need you to provide as the debt validation?

- What the money you say I owe is for;
- Explain and show me how you calculated what you say I owe;
- Provide me with copies of any papers that show I agreed to pay what you say I owe;
- Provide a verification or copy of any judgment if applicable;
- Identify the original creditor;
- Prove the Statute of Limitations has not expired on this account
- Show me that you are licensed to collect in my state
- Provide me with your license numbers and Registered Agent
- Proof that the collection company owns the debt/or has been assigned the debt. (You are legally entitled to collect this particular debt from me.) This is basic contract law.
- Complete payment history, starting with the original creditor. (I need to have proof of my payment history with original Creditor, what the amount of the debt was when the creditor assigned the debt to your company, and what fees/interest has been tacked on to this debt and how you/they determined these fees.) This requirement was established by the case Fields v. Wilber Law Firm, Donald L. Wilber and Kenneth Wilber, USCA-02-C-0072, 7th Circuit Court, Sept 2004..
- Copy of the original signed loan agreement or credit card application. (My contract with the original creditor establishing the debt between us.) This is also basic contract law.

At this time I will also inform you that if your offices have reported invalidated information to any of the 3 major Credit Bureau's (Equifax, Experian or TransUnion) this action might constitute fraud under both Federal and State Laws. Due to this fact, if any negative mark is found on any of my credit reports by your company or the company that you represent

I will not hesitate in bringing legal action against you for the following:

- Violation of the Fair Credit Reporting Act
- Violation of the Fair Debt Collection Practices Act
- Defamation of Character

If your offices are able to provide the proper documentation as requested in the following Declaration, I will require at least 30 days investigating this information and during such time all collection activity must cease and desist.

Also during this validation period, if any action is taken which could be considered detrimental to any of my credit reports, I will consult with my legal counsel for suit. This includes any listing any information to a credit reporting repository that could be inaccurate or invalidated or verifying an account as accurate when in fact there is no provided proof that it is.

If your offices fail to respond to this validation request within 30 days from the date of your receipt, all references to this account must be deleted and completely removed from my credit file and a copy of such deletion request shall be sent to me immediately.

I would also like to request, in writing, that no telephone contact be made by your offices to my home or to my place of employment. If your offices attempt telephone communication with me, including but not limited to computer generated calls and calls or correspondence sent to or with any third parties, it will be considered harassment and I will have no choice but to file suit. All future communications with me MUST be done in writing and sent to the address noted in this letter by USPS.

It would be advisable that you assure that your records are in order before I am forced to take legal action. This is an attempt to correct your records; any information obtained shall be used for that purpose.

Please read the enclosure for an opinion regarding matters such as these from the Federal Trade Commission

Best Regards,

Jason Smith

ORLANS

ORLANS
PO Box 5041
Troy, Michigan 48007-5041
P 248-502-1400 F 248-502-1401
www.orlans.com

**FEDERAL LAW REQUIRES US TO ADVISE YOU THAT COMMUNICATION WITH OUR
OFFICE COULD BE INTERPRETED AS AN ATTEMPT TO COLLECT A DEBT AND THAT
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

January 8, 2009

Jason Smith
12210 Santa Rosa
Detroit, MI 48204

File Number: 426.0238

Dear Owner(s):

This office represents Nationstar Mortgage, LLC which is the creditor to whom your mortgage debt is owed or the servicing agent for the creditor to whom the debt is owed. The creditor has referred this matter to this office with instructions to start proceedings to foreclose the mortgage located at: 19300 Margareta.

As of the date of this letter, the balance due is as follows:

Principal	69,335.55
Interest	2,536.26
Late Charges	289.85
Advances	3,670.64
Other Costs	677.02
TOTAL	\$76,509.32

Under the terms of your mortgage, the creditor hereby elects to accelerate the total indebtedness. You may have the right to reinstate the mortgage, subject to the creditor's approval by paying all past due installments, late charges, delinquent taxes, insurance premiums, costs and fees incurred in the foreclosure. Requests for reinstatement information must be received before the date of the sheriff's sale. To request reinstatement information, contact our Loan Resolution Department at 248-502-1600, or email at reinstatements@orlans.com. Please leave your loan information and mailing address with our automated service. A representative will contact you via mail or phone within five business days.

The debt described above will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof. If you notify this office in writing, within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you. If the debt is based on a judgment, a copy of the judgment will be provided for you, upon request.

If the creditor named in paragraph one of this letter is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.

If you are in active military service, please contact our office, as you are entitled to special protections.

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings, this letter is not, and should not be construed to be an attempt to collect a debt from you personally, but only enforcement of a lien against the property.

Very truly yours,
Orlans Associates PC

ORLANS
PO Box 5041
Troy, Michigan 48007-5041
P 248-502-1600 F 248-502-1601
www.orlans.com

ORLANS

January 9, 2009

Jason Smith
12210 Santa Rosa
Detroit, MI 48204

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT COMMUNICATION WITH OUR OFFICE COULD BE INTERPRETED AS AN ATTEMPT TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE FOLLOWING LETTER IS A DISCUSSION OF ALTERNATIVES TO FORECLOSURE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY. IF YOU ARE IN BANKRUPTCY, THEN PLEASE DISREGARD THIS LETTER IN ITS ENTIRETY AND HAVE YOUR ATTORNEY CONTACT OUR OFFICE SOON AS POSSIBLE.

RE: Loan Number: 0259918943
Firm File Number: 426.0238
Property Address: 19300 Margareta, Detroit, MI 48219

Dear Jason Smith:

You may have had an unexpected expense or circumstances beyond your control, which forced you to miss your mortgage payments. If this is the case, Nationstar Mortgage, LLC would like to discuss your situation to determine if there are options available to help you avoid foreclosure. These options are voluntary and can include:

- **Extension/Stipulation:** You would pay a determined portion of your delinquency payments and the remaining portion of the arrears would be added to the end of the loan.
- **Loan Modification:** A loan modification is a written agreement between you and the lender that temporarily changes the terms of the loan. A loan modification includes adding the arrears to the end of the loan.
- **Loan Modification w/ Intent To Sell The Property:** A loan modification as stated above, but during the period of the modified terms, you agree to list the property with a realtor and sell the property.
- **Deed In Lieu of Foreclosure:** You would transfer ownership of your home to the lender. You would be given a reasonable period of time to move from your home. (In some cases, the lender will pay some or all of your moving expenses.)
- **Reinstatement of your Loan:** You would pay the total amount necessary to bring your loan current (including but not limited to late fees, tax advances, legal fees, etc.)
- **Pre-foreclosure Short Sale:** This means you would sell your property prior to the foreclosure. If the price you are going to sell at is less than the total due, Nationstar Mortgage may agree to accept the sale proceeds to satisfy some or the entire amount you owe. Nationstar Mortgage must approve any offer that is less than the total amount due on the mortgage before an offer is accepted.

For more information on any of the above options, please contact us at 248-502-1600 and ask for the Homeowner Support Department so that we may put you in contact with the Nationstar Mortgage Loss Mitigation Department. Their loss mitigation specialist will be able to assist you with the qualification process. While there can be no assurance that Nationstar Mortgage will be able to offer you all or any of the above options, they certainly would like to work with you to avoid the continuation of the current foreclosure action.

Contacting this office will not suspend your obligation to make your mortgage payments. This office will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by Nationstar Mortgage and you. You may be responsible for any and all legal fees and expenses incurred through this action. Responding to this does not terminate your obligation to timely respond to any pleadings you received in the pending Foreclosure action. We strongly recommend that you consult an attorney to preserve your legal rights.

Pursuant to federal law, we are a debt collector and any information obtained will be used for that purpose.

Sincerely,

Loan Resolution Department
Orlans Associates, P.C.



PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED.
ENTER CHANGES ON BACK OF COUPON

JASON SMITH



NATIONSTAR MORTGAGE
P.O. BOX 650783
DALLAS, TX 75265-0783



MONEY ORDER
PAYABLE TO THE
UNITED STATES TREASURY
02599189431 001183360 001186515

LATE PAYMENT IF RECEIVED ON OR AFTER
\$11,865.15 08/17/2009

ADDITIONAL ESCROW _____

** ADDITIONAL PRINCIPAL _____

TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH **\$11,865.16**

* The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

** All amounts must be paid in full before additional principal reduction can be made.

8-17-09 363025624
Jason Smith

Form **1040-V**Department of the Treasury
Internal Revenue Service (99)**Payment Voucher**

OMB No. 1545-0074

2008

► Do not staple or attach this voucher to your payment or return.

Print or type	1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order	Dollars	Cents
	363 02 5626			11,865	15
	4 Your first name and initial JASON A		Last name SMITH		
	If a joint return, spouse's first name and initial		Last name		
	Home address (number and street) 12210 SANTA ROSA DR			Apt. no.	
City, town or post office, state, and ZIP code (if a foreign address, enter city, province or state, postal code, and country.) DETROIT MI 48204					

Cat. No. 20975C

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Nationstar Mortgage
P.O. Box 650783
Dallas, TX 75265-0783*

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes2. Article Number
(Transfer from service label)

7002 3020 0001 9028 1361

State of Michigan)

Date: 1/1/09

County of Wayne)

PROOF OF CLAIM

To: NATIONSTAR MORTGAGE
RE: Account Number: 0259918943

I, reserve my rights not to be compelled to perform under any 'Contract' or 'Commercial Agreement' that I did not knowingly, voluntarily, or have intentionally been assigned, pursuant to U.C.C. 1-308.

I, do not accept the liability of the 'Compelled Benefit' of any unrevealed contract or commercial agreement which are my rights pursuant to Common Law, U.C.C. 1-308

I would not have accepted any Liability if I had been told of the unrevealed Liability associated with the contract or agreement pursuant to U.C.C. 3-601.3.

Now this office is compelling me by force of Statutory Laws, Codes to comply, which is illegal upon unrevealed contract, pursuant to UCC 3-305, UCC 9-317.

Any presumption to the contract was fraudulent in nature. NATIONSTAR MORTGAGE

MUST SHOW PROOF OF CLAIM RE: PRE FORECLOSURE SALE

1. FR 2046 balance sheet
2. 1099-oid report
3. S-3/A registration statement
4. 424-B5 prospectus and
5. RC-S & RC-B Call Schedules

Secured Party
Holder-In-Due-Course
UCC 1-308, 9-317
C/o Jason Smith,
19300 Margareta
Detroit, Mi 48219

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NATIONSTAR MORTGAGE
P.O. Box 199400
Dallas, TX 75219

2. Article Number
(Transfer from s.)

7008 0500 0000 6632 1633

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

* *John* Agent AddresseeB. Received by (Printed Name)
*Christopher Brown*C. Date of Delivery
*11/6/09*D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

102585-02-M-1540

Domestic Return Receipt

Jason Smith
C/o 19300 Margareta
Detroit, Mi 48219

DATE 11/17/2009

Frist American Reo Servicing
717 17th Street Suite 200
Denver, Colorado 80202

Re: Acct Ref. # 200088147

To Whom It May Concern:

This letter is being sent to you in response to a notice a couple entries by your company on my credit reports. Be advised that this is not a refusal to pay, but a notice sent pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g Sec. 809 (b) that your claim is disputed and validation is requested.

This is NOT a request for "verification" or proof of my mailing address, but a request for VALIDATION made pursuant to the above named Title and Section. I respectfully request that your offices provide me with competent evidence that I have any legal obligation to pay you.

What do I need you to provide as the debt validation?

- What the money you say I owe is for;
- Explain and show me how you calculated what you say I owe;
- Provide me with copies of any papers that show I agreed to pay what you say I owe;
- Provide a verification or copy of any judgment if applicable;
- Identify the original creditor;
- Prove the Statute of Limitations has not expired on this account
- Show me that you are licensed to collect in my state
- Provide me with your license numbers and Registered Agent
- Proof that the collection company owns the debt/or has been assigned the debt. (You are legally entitled to collect this particular debt from me.) This is basic contract law.
- Complete payment history, starting with the original creditor. (I need to have proof of my payment history with original Creditor, what the amount of the debt was when the creditor assigned the debt to your company, and what fees/interest has been tacked on to this debt and how you/they determined these fees.) This requirement was established by the case Fields v. Wilber Law Firm, Donald L. Wilber and Kenneth Wilber, USCA-02-C-0072, 7th Circuit Court, Sept 2004..
- Copy of the original signed loan agreement or credit card application. (My contract with the original creditor establishing the debt between us.) This is also basic contract law.

At this time I will also inform you that if your offices have reported invalidated information to any of the 3 major Credit Bureau's (Equifax, Experian or TransUnion) this action might constitute fraud under both Federal and State Laws. Due to this fact, if any negative mark is found on any of my credit reports by your company or the company that you represent

I will not hesitate in bringing legal action against you for the following:

- Violation of the Fair Credit Reporting Act
- Violation of the Fair Debt Collection Practices Act
- Defamation of Character

If your offices are able to provide the proper documentation as requested in the following

Declaration, I will require at least 5 days investigating this information and during such time all collection activity must cease and desist.

Also during this validation period, if any action is taken which could be considered detrimental to any of my credit reports, I will consult with my legal counsel for suit. This includes any listing any information to a credit reporting repository that could be inaccurate or invalidated or verifying an account as accurate when in fact there is no provided proof that it is.

If your offices fail to respond to this validation request within 5 days from the date of your receipt, all references to this account must be deleted and completely removed from my credit file and a copy of such deletion request shall be sent to me immediately.

I would also like to request, in writing, that no telephone contact be made by your offices to my home or to my place of employment. If your offices attempt telephone communication with me, including but not limited to computer generated calls and calls or correspondence sent to or with any third parties, it will be considered harassment and I will have no choice but to file suit. All future communications with me MUST be done in writing and sent to the address noted in this letter by USPS.

It would be advisable that you assure that your records are in order before I am forced to take legal action. This is an attempt to correct your records; any information obtained shall be used for that purpose.

Please read the enclosure for an opinion regarding matters such as these from the Federal Trade Commission

Best Regards,

Jason Smith

NOTICE AND DEMAND

From: Jason Smith ©
C/o 19300 Margareta
Detroit, Mi 48219

To: ORLANS
PO BOX 5041
TROY, MI 48007

Certified Mail Article No. 70070710000307120397

Re: Account # 0259918943

**CEASE AND DESIST COLLECTION ACTIVITIES
PRIOR TO VALIDATION OF PURPORTED DEBT**

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C., Sec. 1601,1692 et seq, this constitutes timely written notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I herein discharge and cancel in it's entirety, without dishonor, on the grounds of breach, false representation and fraud.

15 U.S.C., Sec. 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt" includes the false representation of the character or legal status of any debt. It further identifies as a deceptive practice any threat to take any action which cannot legally be taken.

The RESPONSE TO VERIFICATION REQUEST you have sent omits information which should have been disclosed, such vital citations, disclosing the agency's jurisdictional and statutory authority. Said Response further contains false, deceptive and misleading representation, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Response would divest one of his/her property and their prerogative rights, resulting in a legal injury.

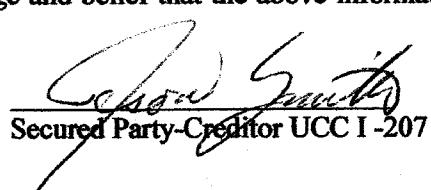
Pursuant to 15 U.S.C., Sec. 1692 (g)(4) Validation of Debts .ORLANS was mailed my REQUEST FOR PROOF OF CLAIM, dated 2/5/09 You have failed to provide evidence to validate your claim that the attached does not constitute fraudulent misrepresentation and that one owes this alleged debt nor substantiated your claim. Until the requirements of the Fair Debt Collection Practices Act have been met and your claim is validated, you have no jurisdiction to continue any collection activities.

This is constructive notice that, due to the absence of the validation of your claim, you must cease and desist any collection activity and are hereby prohibited from contacting me through the mail, by telephone, in person, at my home, or at work. You are further prohibited from contacting my bank, my employer or any third party. Each and every attempt of such contact, in violation of this Act, will constitute harassment, defamation of character and will subject your agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to a liability for actual damages, as well as statutory damages up to \$10,000.00 for each and every violation plus a further liability for legal fees to be paid to any counsel which I may retain. Furthermore, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency regarding this disputed purported debt.

Finally, pursuant to the Fair Debt Collection Practices Act, Title 15, U.S.C., Sec.1692 (g)(8), as you are merely an "agency" or "board" acting on the behalf of someone else, tills is a demand that you provide the name of the original "principal" or "holder in due course" for whom you are attempting to collect this debt.

I hereby attest that, to the best of my knowledge and belief that the above information is true correct and complete

Date: NOV 17, 2009


Secured Party-Creditor UCC I -207

cc:

AGENTS - NATIONSTAR Mortgage
AGENTS – ORLANS

AGENTS - FIRST AMERICAN REO SERVICING.

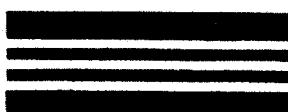
AGENTS - Dept. of Housing and Urban Dev.

AGENTS - Sheriff's Dept.

AGENTS - County Deeds/Misc.

Multi-page document. Select page: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

19 20 21 22

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jason Smith
 First Class U.S. Delivery
 Non Domestic/Non Resident
 in care of
 12210 SANTA ROSA DR
 DETROIT, MI 48204

2009-2393329-92.01
 Kentucky Secretary of State
 File Date 6/16/2009 4:30:00 PM
 Status Active
 Fee \$20.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME

SMITH FIRST NAME JASON MIDDLE NAME ANTHONY SUFFIX

1c. MAILING ADDRESS CITY MI 48204 POSTAL CODE COUNTRY USA

12210 SANTA ROSA DR DETROIT

1d. TAXID/E. SSN OR EIN ADDL INFO RE 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID & FKEY

DEBTOR

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

Smith FIRST NAME JASON MIDDLE NAME ANTHONY SUFFIX

2c. MAILING ADDRESS CITY MI 48204 POSTAL CODE COUNTRY USA

12210 Santa Rose Dr DETROIT

2d. TAXID/E. SSN OR EIN ADDL INFO RE 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID & FKEY

DEBTOR

 NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR (S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

Smith FIRST NAME JASON MIDDLE NAME ANTHONY SUFFIX

3c. MAILING ADDRESS CITY MI 48204 POSTAL CODE COUNTRY USA

12210 Santa Rose Dr DETROIT

3d. TAXID/E. SSN OR EIN ADDL INFO RE 3e. TYPE OF ORGANIZATION 3f. JURISDICTION OF ORGANIZATION 3g. ORGANIZATIONAL ID & FKEY

DEBTOR

 NONE

4. THIS FINANCING STATEMENT covers the following collateral:

Certificate Of Live Birth

SSN CARD

NOTICE OF PROPRIETORY RIGHT, DEPARTMENT OF STATE, NO. 45609-2-143284-120

HOLD HARMLESS AND INDEMNITY AGREEMENT - JAS-025626HHIA, DEPARTMENT OF STATE, NO.

[REDACTED]

COMMON LAW VEHICULAR JUDICIAL NOTICE CONSTITUTIONAL DRIVERS LICENSE, DEPARTMENT OF STATE,

NO. [REDACTED]

"NOTICE OF ACCEPTANCE, APPOINTMENT OF SUBSTITUTE TRUSTEE AND RECONVEYANCE OF DEED" 1 OF 2

"NOTICE OF ACCEPTANCE, APPOINTMENT OF SUBSTITUTE TRUSTEE AND RECONVEYANCE OF DEED" 2 OF 2

All property is accepted for value and is exempt from levy. Adjustment of this filing is from public policy HJR-92, Public Law 73-10 and UCC 10-104. All proceeds, products, accounts, fixtures and the orders these from are released to the Debtor's.

PRIVATE BOND NO. B 47840200

5. ALTERNATIVE DESIGNATION	LESSEES/LESSOR	CONSIGNEE/CONSIGNOR	WAREHOUSE	SELLER/BUYER	AG. USER	NON-HCPCING
<input checked="" type="checkbox"/> I CERTIFY THAT THE STATEMENT IS TRUE AND CORRECT AS TO INFORMATION CONTAINED HEREIN	<input type="checkbox"/> CERTIFIED REQUESTER'S SIGNATURE	<input type="checkbox"/> CERTIFIED REQUESTER'S TITLE	<input type="checkbox"/> CERTIFIED REQUESTER'S ADDRESS	<input type="checkbox"/> AG. USER'S SIGNATURE	<input type="checkbox"/> AG. USER'S TITLE	<input type="checkbox"/> NON-HCPCING'S SIGNATURE
6. OPTIONAL FILER/REFERENCE DATA						
7. AUTHORIZED REPRESENTATIVE, Living Principle, Secured Party, Grantor Trustee's						

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/96)

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19 20 21 22

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (line 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX
SMITH	JASON	ANTHONY

10. MISCELLANEOUS:

"NOTICE TO THE PUBLIC"

NOTICE OF ACCEPTANCE, APPOINTMENT OF SUBSTITUTE
 TRUSTEE AND RECONVEYANCE OF DEED, 1 OF 2
 NOTICE OF ACCEPTANCE, APPOINTMENT OF SUBSTITUTE
 TRUSTEE AND RECONVEYANCE OF DEED, 2 OF 2
 "NOTICE OF PROPRIETORY RIGHT"
 NOTICE OF COMMON LAW VEHICULAR JUDICIAL NOTICE
 CONSTITUTIONAL DRIVERS LICENSE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only part name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
11d. TAX ID #, SSN OR EIN	11e. INFO RE ORGANIZATION DEBTOR	11f. TYPE OF ORGANIZATION	11g. JURISDICTION OF ORGANIZATION
			11h. ORGANIZATIONAL ID #, IF any

12. ADDITIONAL SECURED PARTY'S ASSIGNOR S/P'S NAME - insert only part name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers Under to be cut or un-enforced
 collateral, or is filed as a before filing.

14. Description of real estate:

"SEE ATTACHMENTS"

"SEE ATTACHMENTS"

15. Name and address of a RECORD OWNER of above-described real estate
 (If Debtor does not have a record, leave blank)

17. Check only if applicable and check only one box.
Debtor is a <input checked="" type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust, or <input type="checkbox"/> Debtor's Estate
18. Check only if applicable and check only one box.
<input checked="" type="checkbox"/> Debtor is a TRANSMITTING UTILITY
<input type="checkbox"/> Filed in connection with a Manufactured Home Transaction — effective 30 years
<input type="checkbox"/> Filed in connection with a Public Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1a) (REV. 07/29/98)

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[19](#) [20](#) [21](#) [22](#)

When Recorded Mail to:

NATIONSTAR MORTGAGE
PO BOX 199400
DALLAS, TX 75219

**NOTICE OF ACCEPTANCE,
APPOINTMENT OF SUBSTITUTE TRUSTEE AND
RECONVEYANCE OF DEED**

RE: Deed recorded # 1-576406 in Wayne County, State of Michigan; and Loan #0259918943

Abbreviated Legal Description: Lot 1888, BROOKLING NUMBER 4, AS RECORDED IN LIBER 43, PAGES 67 OF PLATES, WAYNE COUNTY RECORDS

Lender/Payee : NATIONSTAR MORTGAGE.
Borrowers/Payors: JASON ANTHONY SMITH, and ALIA KEIJHON SMITH
19300 MARGARETA ST DETROIT MI 48219

We, Jason Anthony Smith and Alia Keijhon Smith, herein "Settlers", state the facts contained herein are true, correct, complete, and not meant to mislead, to the best of our knowledge. We are Settlers for the trust associated with the above noted loan made to the legal fictions, JASON ANTHONY SMITH and ALIA KEIJHON SMITH, herein "BORROWERS".

On December 6, 2006, Settlers provided the credit for the BORROWERS, resulting in a Deed of Trust (Deed) recorded on October 6, 2006, as instrument # 1-576406 in the official records of the Wayne County in the State of Michigan. The BORROWERS were identified as Trustees of the trust. The Trustees signed the Deed as legal title to be held by the Trustee until said loan # 0259918943 was discharged. The Deed stated that the Trustees granted a list of measurements of a fictitious location, entitled Legal Description (see above notation) to the trust, naming NATIONSTAR MORTGAGE as the Beneficiary, who is acting as agent for Settlers. The Deed stated that the Trustees also assigned legal title to the trust property TITLE SOURCE, INC Title Company, as Trustee, who is acting as agent for Settlers, until said loan was discharged.

Settlers signed the Deed that was also viewed as a lease and designated the BORROWERS to be the Tenants of the legal description for a 30-year tenure. Settlers also designated the Beneficiary to be Landlord to collect and hold the rents for Settlers, who hereby now request the return of all rents collected to date, for a total of \$170,766.96 Settlers retained ultimate rights to said rents during this process.

Page 1 of 2

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[19](#) [20](#) [21](#) [22](#)

Settlers have now signed the original Promissory Note as the source of the credit extended to the BORROWERS through the Lender (copy attached herewith with lines added for Settlers' signatures missing on original Note), which was previously presented to the Trustee without the Settlers' signatures. The original Note was accepted, endorsed, and deposited as it was, (without Settlers' signatures), by the NATIONSTAR MORTGAGE, and when so accepted, endorsed, and deposited, became the source of the credit loaned to BORROWERS by the Lender.

The Lender has since hypothecated said Promissory Note, has received benefit from its use, and now is required to: 1) surrender to Settlers the above noted Deed (Security Instrument) and 2) return all collected rents to the Tenant.

Reconveyance and Substitution of Trustee

By the Trustee accepting this document and its attachments, Trustee thereby discharged the debt the BORROWERS had with the Lender, who was the Lender of the Settlers' credit to the BORROWERS. The Settlers inadvertently failed to record the Promissory Note and therefore, the WAYNE County Auditor, as public fiduciary, will now register and deliver the attached Promissory Note to the Lender as evidence that said Promissory Note has been accepted for value and returned for value for discharge of said debt for the public record.

Jason Anthony Smith and Alia Keijhoun Smith, as Settlers under that certain Deed of Trust, duly substitute and appoint Vickie Jeanniene Najera as Substitute Trustee under said Deed of Trust. The Substitute Trustee, having received a request to reconvey from the furnisher of the consideration there under, declaring that all obligations secured by said Deed of Trust have been fully discharged, and said Deed of Trust and the note or notes secured thereby having been accepted for value and registered, does hereby reconvey, without warranty, to the Trustees, the estate now held by it there under.

Done on this 9 day of June, 2009.


Vickie Jeannine Najera
Substitute Trustee

**Vickie Jeannine Najera
Substitute Trustee**

Jason Anthony Smith, Senior

~~Jason Anthony Smith, Settlor~~


Alia Keijhoun Smith, Settlor

Alia Keiühon Smith, Settler

Michigan)
Wayne County)

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 19 day of June, 2009, Victor Jameson Nofre, Jason Anthony Smith and Ali Kellie Smith appeared before me and executed the foregoing. Witness my hand and seal.

11. *Abies concolor* (L.) Sarg.

My Commission Expires 02/24/2015

Page 2 of 2

VERONICA SHEARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES END 24, 2015
ACTING IN COUNTY OF FAYETTE, OH

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[19](#) [20](#) [21](#) [22](#)

When Recorded Mail to:

HOECOMINGS FINANCIAL
PO BOX 205
WATERLOO, IA 50704

**NOTICE OF ACCEPTANCE,
APPOINTMENT OF SUBSTITUTE TRUSTEE AND
RECONVEYANCE OF DEED**

RE: Deed recorded # 176477 in Wayne County, State of Michigan; and Loan #7441963238

Abbreviated Legal Description: **Lot 89, ROBERT OAKMAN'S CORTLAND AND FORD HIGHWAY SUBDIVISION, AS RECORDED IN LIBER 37 OF PLATS, PAGES 53, WAYNE COUNTY RECORDS**

Lender/Payee : HOECOMINGS FINANCIAL.
Borrowers/Payors: JASON ANTHONY SMITH, and ALIA KEIJHON SMITH
12210 SANTA ROSA DR DETROIT MI 48204

We, Jason Anthony Smith and Alia Keijhon Smith, herein "Settlers", state the facts contained herein are true, correct, complete, and not meant to mislead, to the best of our knowledge. We are Settlers for the trust associated with the above noted loan made to the legal fictions, JASON ANTHONY SMITH and ALIA KEIJHON SMITH, herein "BORROWERS".

On December 6, 2006, Settlers provided the credit for the BORROWERS, resulting in a Deed of Trust (Deed) recorded on October 6, 2006, as instrument # 176477 in the official records of the Wayne County in the State of Michigan. The BORROWERS were identified as Trustors of the trust. The Trustors signed the Deed as legal title to be held by the Trustee until said loan # 7441963238 was discharged. The Deed stated that the Trustors granted a list of measurements of a fictitious location, entitled Legal Description (see above notation) to the trust, naming NATIONSTAR MORTGAGE as the Beneficiary, who is acting as agent for Settlers. The Deed stated that the Trustors also assigned legal title to the trust property ONE TIME SETTLEMENT SERVICES Title Company, as Trustee, who is acting as agent for Settlers, until said loan was discharged.

Settlers signed the Deed that was also viewed as a lease and designated the BORROWERS to be the Tenants of the legal description for a 30-year tenure. Settlers also designated the Beneficiary to be Landlord to collect and hold the rents for Settlers, who hereby now request the return of all rents collected to date, for a total of \$269,700.51 Settlers retained ultimate rights to said rents during this process.

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Settlers have now signed the original Promissory Note as the source of the credit extended to the BORROWERS through the Lender (copy attached herewith with lines added for Settlers' signatures--missing on original Note), which was previously presented to the Trustee without the Settlers' signatures. The original Note was accepted, endorsed, and deposited as it was, (without Settlers' signatures), by the HOMECOMINGS FINANCIAL, and when so accepted, endorsed, and deposited, became the source of the credit loaned to BORROWERS by the Lender.

The Lender has since hypothecated said Promissory Note, has received benefit from its use, and now is required to: 1) surrender to Settlers the above noted Deed (Security Instrument) and 2) return all collected rents to the Tenant.

Reconveyance and Substitution of Trustee

By the Trustee accepting this document and its attachments, Trustee thereby discharged the debt the BORROWERS had with the Lender, who was the Lender of the Settlers' credit to the BORROWERS. The Settlers inadvertently failed to record the Promissory Note and therefore, the WAYNE County Auditor, as public fiduciary, will now register and deliver the attached Promissory Note to the Lender as evidence that said Promissory Note has been accepted for value and returned for value for discharge of said debt for the public record.

Jason Anthony Smith and Alia Keijhon Smith, as Settlers under that certain Deed of Trust, duly substitute and appoint Vickie Jeanniene Najera as Substitute Trustee under said Deed of Trust. The Substitute Trustee, having received a request to reconvey from the furnisher of the consideration there under, declaring that all obligations secured by said Deed of Trust have been fully discharged, and said Deed of Trust and the note or notes secured thereby having been accepted for value and registered, does hereby reconvey, without warranty, to the Trustees, the estate now held by it there under.

Done on this 9 day of June, 2009



Vickie Jeanniene Najera
Substitute Trustee



Jason Anthony Smith, Settlor



Alia Keijhon Smith, Settlor

Michigan)
Wayne County) ss
)
ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 9th day of June, 2009, Vickie Jeanniene Najera, Jason Anthony Smith and Alia Keijhon Smith appeared before me and executed the foregoing. Witness my hand and seal.

Is/ Veronica Sheard, Notary Public
My Commission Expires 02/24/2015

VERONICA SHEARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Feb 24, 2015
ACTING IN COUNTY OF Oakland

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DCH-0960 (1/03) Authority: MCL 333.2883

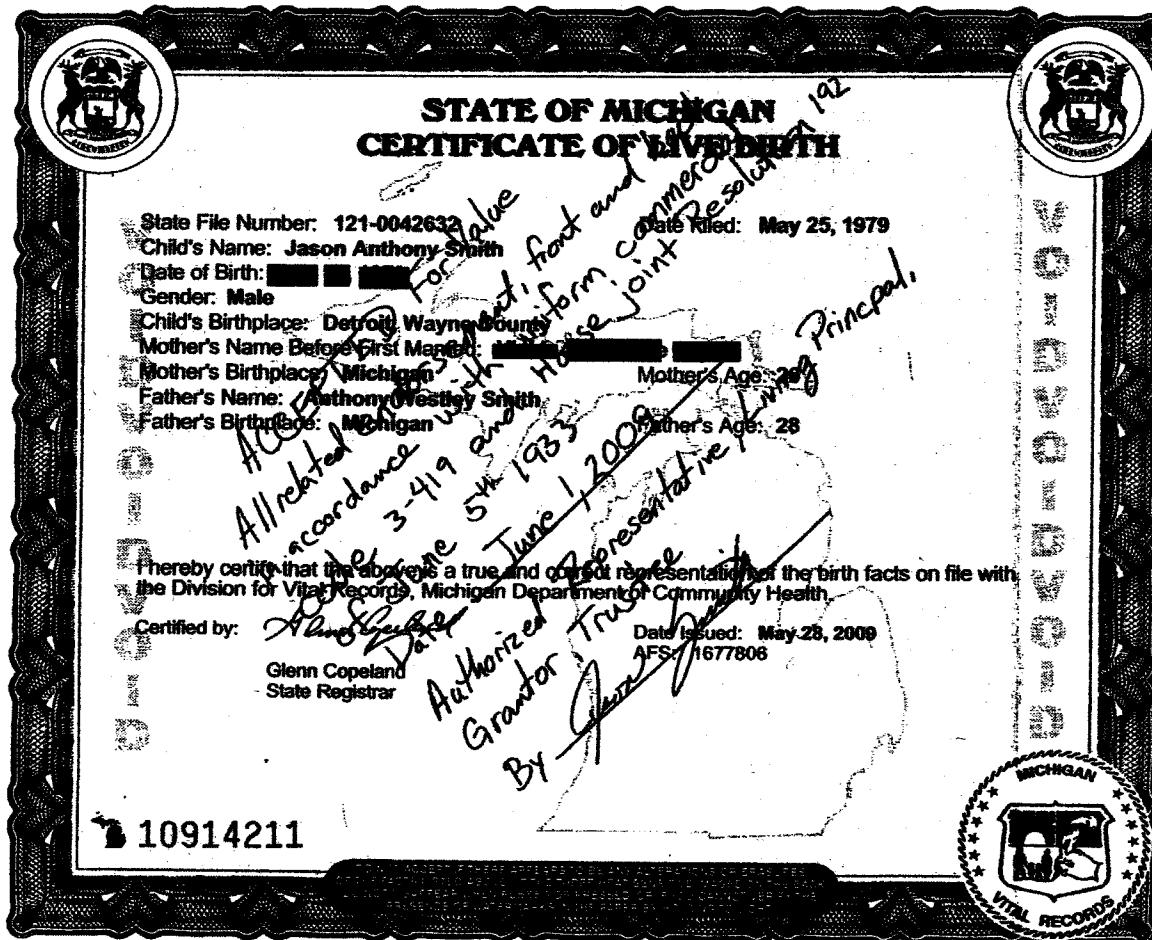
STATE OF MICHIGAN

IMPORTANT INFORMATION

This certificate is a valuable and legal document. Please keep it in a safe place.

JASON SMITH
12210 SANTA ROSA DR
DETROIT MI 48204

Errors or omissions should be reported to the State Vital Records Office within 30 days of issue by calling (517) 335-8666



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State of Michigan



DEPARTMENT OF STATE NOTARY PUBLIC CERTIFICATION

I, Terri Lynn Land, Secretary of State of the State of Michigan and custodian of the Great Seal of the State, hereby certify that, ASHLEY ORME, whose notarization is affixed to the annexed instrument, was on the date thereof the duly elected or appointed and qualified Notary Public in and for the County of WAYNE in this State and all official acts as such should be given full faith and credit in all Courts of Justice and elsewhere.

IN TESTIMONY WHEREOF, I have hereto affixed my signature and Great Seal of the State, at Livonia, this 27th day of May in the year of our Lord two thousand and nine.

A handwritten signature of Terri Lynn Land.

Secretary of State

45609-1-143283-120

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

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HOLD HARMLESS AND INDEMNITY AGREEMENT - JAS-025626-HHIA

Non-Negotiable - Private Between the Parties

Parties:

Debtors: SMITH, JASON ANTHONY® and
• trade-names ("")
c/o 12210 SANTA ROSA DR
DETROIT, MI: near (48204)

Creditors: Jason Anthony Smith
c/o 12210 Sanforosa Dr
Detroit, MI (48204)

(JASON ANTHONY SMITH®,
and any and all
derivatives and variations in the spelling of said names.)
Debtors' Social Security account Number: XXXXXXXXXX

This Hold-Harmless and Indemnity Agreement is mutually agreed upon and entered into this Twenty Third Day of the Eleven Month in the Year of Our Lord Two Thousand eight between the juristic persons, JASON ANTHONY SMITH®, and any and all derivatives and variations in the spelling of said names, hereinafter jointly and severally "Debtors," and the living, breathing, flesh-and-blood man and women known by the distinctive appellations Jason Anthony Smith and, hereinafter "Creditors."

For valuable consideration Debtor expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for debtor.

Words defined; Glossary of Terms. As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows *non obstante*:

Appellation. In this Hold-Harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

Conduit. In this Hold-harmless and Indemnity Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the names "JASON ANTHONY SMITH®," also known by any and all derivatives and variations in the spelling of said name of Debtors except "Jason Anthony Smith."

Creditor. In this Hold-harmless and Indemnity Agreement the term "Creditors" means Jason Anthony Smith.

Debtor. In this Hold-Harmless and Indemnity Agreement the term "Debtors" means JASON ANTHONY SMITH®, also known by any and all derivatives and variations in the spelling of said names except "Jason Anthony Smith."

Derivative. In this Hold-harmless and Indemnity Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

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Ens legis. In this Hold-harmless and Indemnity Agreement the term "ens legis" means a creature of the law, an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.

Hold-harmless and Indemnity Agreement. In this Hold-harmless and Indemnity Agreement the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No. JAS-025626-HHA, as this Hold Harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re this Hold Harmless and Indemnity Agreement attached hereto.

JASON ANTHONY SMITH. In this Hold-harmless and Indemnity Agreement the term "JASON ANTHONY SMITH" means JASON ANTHONY SMITH® and all derivatives and variations of said names except "Jason Anthony Smith, Common Law Copyright © 2008 by Jason Anthony Smith. All rights reserved.

Jason Anthony Smith and/or . In this Hold-harmless and Indemnity Agreement the term "Jason Anthony Smith" means the sentient, living, flesh-and-blood man identified by the distinctive appellation "Jason Anthony Smith." All rights are reserved re use of Jason Anthony Smith®, Autograph Common Law Copyright © 2008 by Jason Anthony Smith.

Juristic person. In this Hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity *ens legis*, such as a trust or corporation, created by construct of law and considered possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtors, i.e. JASON ANTHONY SMITH®, which, on the basis of legal reasoning, are legally treated as human beings for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept, by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined is the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation.—Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." *Cardozo, J., in Berkley v. Third Avenue R. Co., 244 N.Y. 84, 94*. But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason.", U.S. V. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S.

Living, breathing, flesh-and-blood man. In this Hold Harmless and Indemnity Agreement the term "living, breathing, flesh-and-blood man and women" means the Creditors, "Jason Anthony Smith , sentient, living beings, as distinguished from artificial legal constructs, *ens legis*, i.e. juristic persons, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S.E. 70

Non obstante. In this Hold-harmless and Indemnity Agreement the term "non obstante" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

Sentient, living, beings. In this Hold-harmless and Indemnity Agreement the term "sentient, living, beings" means the Creditors, i.e. Jason Anthony Smith, living, breathing, flesh-and-blood man , as distinguished from abstract legal constructs such as artificial entities, juristic persons, corporations, partnerships, associations, and the like.

Transmitting Utilities. In this Hold Harmless and Indemnity Agreement the term "transmitting utilities" means conduits, e.g. the Debtors, i.e. JASON ANTHONY SMITH®.

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UCC. In this Hold Harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold Harmless and Indemnity Agreement No. JAS-025626-HHIA is dated: the Twenty Third Day of the Eleventh Month in the Year of Our Lord Two Thousand eight.

Debtors: JASON ANTHONY SMITH*

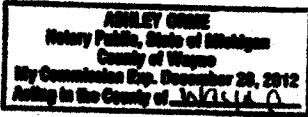
JASON ANTHONY SMITH
Debtors' Signatures

Creditors accept Debtors' signatures in accord with UCC Secs. 1-201(38), 3-401(b)

Creditors' Signatures:

Jason Anthony Smith
Autograph Common Law Copyright © by Jason Anthony Smith

Subscribed and Sworn before me
this 2 day of May, 2009
A Notary Public for the County of
Wayne, State of Michigan
ASHLEY GRIEVE



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State of Michigan



DEPARTMENT OF STATE NOTARY PUBLIC CERTIFICATION

I, Terri Lynn Land, Secretary of State of the State of Michigan and custodian of the Great Seal of the State, hereby certify that, ASHLEY ORME, whose notarization is affixed to the annexed instrument, was on the date thereof the duly elected or appointed and qualified Notary Public in and for the County of WAYNE in this State and all official acts as such should be given full faith and credit in all Courts of Justice and elsewhere.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and Great Seal of the State, at Livonia; this 27th day of May in the year of our Lord two thousand and nine.

A handwritten signature in black ink, appearing to read "Terri Lynn Land".

Secretary of State

45609-2-143284-120

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the name of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

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Recording requested by
Jason Anthony Smith
When Recorded Mail to:
Jason Anthony Smith
c/o Non-domestic
(12210 Santa Rosa Dr
(Detroit, MI: near [48204])

NOTICE OF PROPRIETARY RIGHT

Notice of Proprietary Right: All rights reserved re Proprietary Right of trade-names/trade-marks, JASON ANTHONY SMITH - as well as any and all derivatives and variations in the spelling of said trade-names/trade-marks - Proprietary Right® 1976, A.D. by Jason Anthony Smith Said trade-names/trade-marks, JASON ANTHONY SMITH, may neither be used nor reproduced either in whole nor in part, nor in any manner whatsoever without express, written consent and acknowledgement of Jason Anthony Smith as signified by the red ink signatures of Jason Anthony Smith hereinafter "Secured Parties".

With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Notice of Proprietary Right that neither said juristic person nor the agent of said juristic person, shall display nor otherwise use in any manner, the trade names/trade-marks JASON ANTHONY SMITH, nor the Proprietary Right described herein, nor any derivative of, nor any variation in the spelling of, JASON ANTHONY SMITH without the prior, express, written consent and acknowledgement of Secured Parties as signified by Secured Parties signatures in red ink.

Secured Parties neither grant nor imply, nor otherwise give consent for any unauthorized use of JASON ANTHONY SMITH, and all such unauthorized use is strictly prohibited. Secured Parties are not now, nor have Secured Parties ever been, accommodation Parties or parties, nor sureties, for the purported debtors, i.e. JASON ANTHONY SMITH, nor for any derivative of, nor any variation in the spelling of, said name, nor for any other juristic person, and are so indemnified and held harmless by Debtors, i.e. JASON ANTHONY SMITH, in Hold Harmless and Indemnity Agreement No. JAS-025626-HHIA dated Twenty Third Day of the Eleven Month in the Year of Our Lord Two Thousand Eight against any and all claims, legal actions, orders, judgments, warrants, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on and incurred by Debtor for any and every reason, purpose and cause whatsoever. Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Notice of Proprietary Right, both the juristic person and the agent of said Juristic person, hereinafter severally "User", consent and agree that any use of JASON ANTHONY SMITH® other than authorized use as set forth above, constitutes unauthorized use, counterfeiting, of Secured Parties' Proprietary Right property, contractually binds User, renders this Notice of Proprietary Right a Security Agreement wherein User is debtor and Jason Anthony Smith are Secured Parties and signifies that User:

- 1) Grants Secured Parties a security interest in all of User's assets, land, personal property, and all of User's interest in assets, land and personal property, in the sum certain amount of one hundred thousand dollars (\$100,000.00) per each occurrence of use of the Proprietary Righted trade-names/trade-marks JASON ANTHONY SMITH, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, JASON ANTHONY SMITH, plus costs plus triple damages;
- 2) Authenticates this Security Agreement wherein User is debtor and Jason Anthony Smith are Secured Parties and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, documents, general intangibles, and all User's interest in all such foregoing property, now owned and hereinafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Parties for User's unauthorized use of Secured Parties' Proprietary Righted property;

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- 3) Consents and agrees with Secured Parties' filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is debtor and Jason Anthony Smith are Secured Parties;

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4) Consents and agrees that said UCC Financing Statement described above in paragraph "3" is a continuing financing statement and further consents and agrees with Secured Parties' filing of any continuation statement necessary for maintaining Secured Parties' perfected security interest in all of User's property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "2", until User's contractual obligation therefore incurred has been fully satisfied;

5) Consents and agrees with Secured Parties' filing of any UCC Financing Statement, as described above in paragraphs "3" and "4" as well as the filing of any Security Agreement, as described above in paragraph "2", in the UCC filing office, as well as in any county recorder's office;

6) Consents and agrees that any and all such filings described in paragraphs "4" and "5" above are not, and may not be considered, bogus, and that User will not claim that any such filings are bogus;

7) Waives all defenses and

8) Appoints Secured Parties as Authorized Representatives of User, effective upon User's default re User's contractual obligations in favor of Secured Parties as set forth below under "Payment Terms" and "Default Terms" granting Secured Parties full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, at Secured Parties' sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Parties as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with security interest.

User further Consents and Agrees with all of the following additional terms of self executing Contract/Security Agreement
In Event of Unauthorized Use: Payment Terms: In accordance with fees for unauthorized use of JASON ANTHONY SMITH as set forth above.

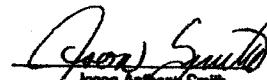
User hereby consents and agrees that user shall pay Secured Parties all unauthorized use fees in full within ten (10) days of the date User is sent Secured Parties' invoice, hereinafter "Invoice", itemizing said fees. Default Terms: In the event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date invoice is sent, User shall be deemed in default and: a) all of User's property and property pledged as collateral by User, as set forth in above paragraph "2", immediately becomes, i.e. is the property of Secured Parties; b) Secured Parties is appointed User's Authorized Representative as set forth above in paragraph "8" and c) User consents and agrees that Secured Parties may take possession of, as well as otherwise dispose of in any manner that Secured Parties, at Secured Parties' sole discretion, deems appropriate, included, but not limited by, sale at auction, at any time following User's default and, without further notice, any and all of User's property and interest, described above in paragraph "2" formerly pledged as collateral by User, now property of Secured Parties, in respect of this "Self-executing Contract/Security Agreement in the event of Unauthorized Use," that Secured Parties, again in Secured Parties' sole discretion, deems appropriate, Terms for Curing Default: Upon event of default, as set forth above under "Default Terms", irrespective of any and all of User's former property and interest in property, described above in paragraph "2", in the possession of, as well as disposed of by, Secured Parties, as authorized above under "Default Terms", User may cure User's default only re the remainder of User's said former property and interest in property, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by Secured Parties within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized use fees itemized by invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Parties' immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Parties, which is not in the possession of, nor otherwise disposed of by, Secured Parties upon expiration of said twenty (20) day default-curing period. Ownership is subject to Proprietary Right and UCC Financing Statement and Security Agreement Filed with the UCC filing office. Record owner JASON ANTHONY SMITH, Autograph Proprietary Right © 1976. Unauthorized use of any of Jason Anthony Smith incurs same unauthorized use fees as those associated with JASON ANTHONY SMITH, as set forth above in paragraph "1" under "Self-executing Contract/Security Agreement in event of Unauthorized Use."

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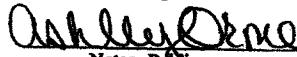


Jason Anthony Smith
c/o Non-domestic
(12210 Santa Rosa)
Detroit MI 48204

VERIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

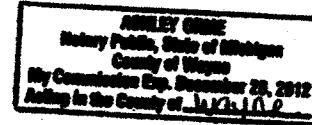
Use of a Notary Public on this document does not constitute an adhesion or waiver of
sovereign rights retained by Affiants nor does it alter Affiants' Neutral standing in *intemore*
in original Jurisdiction. The foregoing Affidavit was acknowledged before me this 8
day of May, 2009 by Jason Anthony Smith known to me to be the
sovereigns who executed the foregoing Notice of Proprietary Right.



Notary Public

My commission expires 12/28/2012

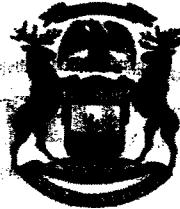
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State of Michigan



DEPARTMENT OF STATE NOTARY PUBLIC CERTIFICATION

I, Terri Lynn Land, Secretary of State of the State of Michigan and custodian of the Great Seal of the State, hereby certify that, ASHLEY ORME, whose notarization is affixed to the annexed instrument, was on the date thereof the duly elected or appointed and qualified Notary Public in and for the County of WAYNE in this State and all official acts as such should be given full faith and credit in all Courts of Justice and elsewhere.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and Great Seal of the State, at Livonia, this 27th day of May in the year of our Lord two thousand and nine.

A handwritten signature of Terri Lynn Land.

Secretary of State

45689-1-143282-120

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

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County of Wayne
OFFICE OF THE CLERIC

Detroit, Michigan

COMMON LAW VEHICULAR JUDICIAL NOTICE
CONSTITUTIONAL DRIVERS LICENSE

THE UNDERSIGNED Common Law Citizen Jason Anthony Smith: hereby Certifies, by Rights Secured under provisions of the Constitution of the United States of America, the Constitution of the several states, Common Law, Nature and Laws of Natures GOD, that these Rights are retained in FEE SIMPLE ABSOLUTE, and held and protected with special regard to Rights designated and/or set forth as follows: ALSO NOTE Rights and Property are ONE AND THE SAME THING-by the Honorable Justice LOUIS BRANDIS U.S. SUPREME COURT.

NOTICE AND ADVISORY OF RIGHTS CLAIMED INVOLATE:

1) The Right to TRAVEL FREELY, UNENCUMBERED, and UNFETTERED is guaranteed as a **RIGHT** and not a mere privilege. That the Right to TRAVEL is such a **BASIC RIGHT** it does NOT even need to be mentioned for it is SELF-evident by Common Sense that the Right to TRAVEL is a **BASIC CONCOMMITANT** of a **FREE** Society to come and go from length and breath FREELY UNENCUMBERED and UNFETTERED distinguishes the characteristic required for a **FREE PEOPLE TO EXIST IN FACT**. Please See SHAPIRO vs. THOMSON, 394 U. S. 618 . Further, the Right to TRAVEL by private conveyance for private purposes upon the Common way can **NOT BE INFRINGED**. No license or permission is required for TRAVEL when such TRAVEL is **NOT** for the purpose of **[COMMERCIAL] PROFIT OR GAIN** on the open highways operating under license **IN COMMERCE**. The above named Common Law Citizen listed **IS NOT OPERATING IN COMMERCE** and as such is thereby **EXEMPTED FROM THE REQUIREMENT OF A LICENSE AS SUCH**. Further, the Michigan state, is **FORBIDDEN BY LAW** from converting a **BASIC RIGHT** into a **PRIVILEGE** and requiring a **LICENSE** and or a **FEES CHARGED** for the exercise of the **BASIC RIGHT**. Please SEE MURDOCK vs. PENNSYLVANIA, 319 U.S. 105, and if Michigan, state does **ERRONIOUSLY** convert **BASIC RIGHTS** into **PRIVILEGES** and require a **LICENSE** or **FEES** a **Citizen may IGNORE THE LICENSE OR FEES WITH TOTAL IMMUNITY FOR SUCH EXERCISE OF A BASIC RIGHT**. Please see Schuttlesworth vs. BIRMINGHAM, ALABAMA, 373 U.S. 262. Now if a **Citizen** exercises a **BASIC RIGHT** and a **Law of ANY state** is to the contrary of such exercise of that **BASIC RIGHT**, the said supposed **Law of ANY state** is a **FICTION OF LAW** and **100% TOTALLY UNCONSTITUTIONAL** and **NO COURTS ARE BOUND TO UPHOLD IT AND NO Citizen is REQUIRED TO OBEY SUCH UNCONSTITUTIONAL LAW OR LICENSE REQUIREMENT**. Please see

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MARBURY vs. MADISON, 5 U.S. 137 (1803), which has never been overturned in over 194 years, see Shepard's Citations. Now further, if a Citizen relies in good faith on the advice of Counsel and or on the Decisions of the UNITED STATES SUPREME COURT that Citizen has a PERFECT DEFENSE to the element of WILLFULNESS and since the burden of proof of said WILLFULNESS is on the Prosecution to prove beyond a REASONABLE DOUBT, said task or burden being totally impossible to specifically preform there is NO CAUSE OF ACTION FOR WHICH RELIEF MAY BE GRANTED BY A COURT OF LAW. Please see U.S. vs. Bishop 412 U.S. 346. OBVIOUSLY THERE IS NO LAWFUL CHARGE AGAINST EXERCISING A BASIC Right to TRAVEL for a regular Common Law Citizen NOT IN COMMERCE on the common way Public HIGHWAY. THAT IS THE LAW!!! The above named Citizen IS IMMUNE FROM ANY CHARGE TO THE CONTRARY AND ANY PARTY MAKING SUCH CHARGE SHOULD BE DULY WARNED OF THE TORT OF TRESPASS!!! YOU ARE TRESPASSING ON THIS Common Law Citizen!!!

- 2) The original and Judicial jurisdiction of the United States Supreme Court is ALL actions in which a State may be party, thru subdivision, political or trust. This includes ALL state approved subdivisions and/or INCORPORATED Cities, Townships, Municipalities, and Villages, Et Al . Please see Article 3, Section 2, Para. (1) and (2), U.S. Constitution.
- 3) The undersigned has NEVER willingly and knowingly entered into ANY Contract or Contractual agreement giving up ANY Constitutional Rights which are secured by the CONSTITUTION, the SUPREME LAW OF THE LAND. This Common Law Citizen has NOT harmed any party, has NOT threatened any party, and that includes has NOT threatened or caused any endangerment to the safety or well being of any party and would leave any claimant otherwise to their strictest proofs otherwise IN A COURT OF LAW. The above named Citizen is merely exercising the BASIC RIGHT TO TRAVEL UNENCUMBERED and UNFETTERED on the Common public way or highway, which is their RIGHT TO SO DO!!! Please see Zobel vs. Williams, 457 U.S. 55, held the RIGHT TO TRAVEL is Constitutionally PROTECTED!!
- 4) Conversion of the RIGHT TO TRAVEL into a PRIVILEGE and or CRIME is A FRAUD and is in clear and direct conflict with the UNITED STATES CONSTITUTION, THE SUPREME LAW OF THE LAND. LAWS made by any state, which are clearly in direct CONFLICT or REPUGNANCY are UNCONSTITUTIONAL and are NOT WITH STANDING IN LAW AND ARE BEING CHALLENGED AS SUCH HERE AND THEREBY ARE NULL AND VOID OF LAW ON THEIR FACE. NO COURTS ARE BOUND TO UPHOLD SUCH FICTIONS OF LAW AND NO Citizen is bound to obey such a FICTION OF LAW. SUCH REGULATION OR LAW OPERATES AS A MERE NULLITY OR FICTION OF LAW AS IF IT NEVER EXISTED IN LAW. No CITIZEN IS BOUND TO OBEY SUCH UNCONSTITUTIONAL LAW!!!!
- 5) The payment for a privilege requires a benefit to be received As the RIGHT TO TRAVEL is already secured it is clearly unlawful to cite any charges without direct

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damage to the specific party . Nor may a Citizen be charged with an offense for the exercise of a CONSTITUTIONAL RIGHT, in this case the RIGHT TO TRAVEL. Please see Miller vs. UNITED STATES 230 F2d 486 . Nor may a Citizen be denied DUE PROCESS OF LAW or EQUAL PROTECTION UNDER THE LAW.

6) The undersigned does hereby claim, declare, and certify ANY AND ALL their CONSTITUTIONAL RIGHTS INVIOLENTE from GOD and secured in THE UNITED STATES CONSTITUTION and the CONSTITUTION OF THE state wherein they abode as a SOVEREIGN, COMMON LAW CITIZEN existing and acting entirely AT THE COMMON LAW, and retains ALL BASIC RIGHTS under the CONSTITUTION OF THE UNITED STATES OF AMERICA, NATURE AND NATURE'S GOD AND UNDER THE LAWS OF GOD THE SUPREME LAW GIVER.

7) ANY VIOLATOR OF THE ABOVE CONSTRUCTIVE NOTICE AND CLAIM IS CRIMINALLY TRESPASSING UPON THIS ABOVE NAMED COMMON LAW Citizen and WILL BE PROSECUTED TO THE FULLEST EXTENT UNDER THE SUPREME LAW OF THE LAND. BE WARNED OF THE TRESPASS AND THE ATTACHED CAVEATS. ALSO TAKE CONSTRUCTIVE NOTICE, IGNORANCE OF THE LAW IS NOT AN EXCUSE!!

SIGNATURE OF THE ABOVE NOTED Common Law Citizen is
signed Cheri Smith

WITNESS _____ Date _____

WITNESS _____ Date _____

or

NOTARY PUBLIC Ashley Olme MY COMMISSION
EXPIRES 12/28/2012

Subscribed and Sworn before me
this 8 day of May, 2009.
A Notary Public for the County of Wayne,
State of Michigan.
My Commission Exp. December 28, 2012
Notary to the County of Wayne

state of MICHIGAN

COUNTY OF _____

I, _____, CLERK of the County of _____

_____, thereof do hereby certify the

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350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT.
RETAIN TOP PORTION FOR YOUR RECORDS.

www.NationstarMtg.com

33652-008287-002



JASON SMITH
12210 SANTA ROSA DR
DETROIT MI 48204-5316



Statement Date: 09/16/2009
Scheduled Payment Date: 10/01/2009
Loan Number: 0259918943

Property Address: 19300 MARGARETA
DETROIT MI 48219

Home Phone Number: 313-772-0300
Work Phone Number: 000-000-0000

This is an attempt to collect a debt and any information obtained will be used for that purpose.

LOAN INFORMATION

Last Payment Received	10/17/2008	Escrow Balance	\$5,919.50-
Account next due	10/01/2008	Taxes Paid Year To Date	\$1,167.42
Principal Balance ¹	\$69,335.55	Extended Payments	\$598.02
		Other Advanced Amounts	\$1,936.04

¹This is your principal balance only, not the amount required to pay your loan in full.

Amount Required To Bring Your
Account Contractually Current \$15,403.04

PAYMENT INFORMATION:

Payment Due By 10/01/2009
Payment Amount² \$630.90
Tax & Insurance Escrow \$339.04
Current Assessed Late Charges \$378.60

PAST DUE AMOUNTS AND CHARGES:

Past Due Payment Amounts ⁴	\$7,570.80
Tax & Insurance Escrow	\$3,729.44
Past Due Late Charges	\$195.20
Past Due NSF Fees	\$25.00

TOTAL CURRENT AMOUNT DUE³

\$1,348.54

TOTAL AMOUNTS PAST DUE

\$11,520.44

³The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

⁴Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrows, if applicable.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.

MORTGAGE www.nationstarmtg.com

PLEASE CHECK BOX IF MAILING ADDRESS
OR PHONE NUMBER HAS CHANGED.
ENTER CHANGES ON BACK OF COUPON

JASON SMITH



NATIONSTAR MORTGAGE
P.O. BOX 650783
DALLAS, TX 75265-0783



LOAN NUMBER	TOTAL CURRENT AMOUNT DUE*	
0259918943	\$12,868.98	10/01/2009
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE.		
LATE PAYMENT IF RECEIVED ON OR AFTER		
	\$12,900.53	10/17/2009

ADDITIONAL ESCROW _____

** ADDITIONAL PRINCIPAL _____

TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH

\$ _____

* The amounts above may not represent the total required to bring your account
contractually current. That amount is reflected in the LOAN INFORMATION
section of your statement.

** All amounts must be paid in full before additional principal reduction can be made.

02599189431 001286898 001290053

Jason Smith
c/o 19300 Margareta
Detroit, Mi
Secured Party

ORLANS
PO BOX 5041
TROY, MI 48007 respondent

RE: Account # 0259918943

AFFIDAVIT OF NOTICE OF DEFAULT

State of Michigan)

) ss

Wayne County)

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

I, Jason Smith , herein 'Affiant," having been duly sworn, declares that by affidavit that of the non-response of the Respondents/parties to the contract entitled, PROOF OF CLAIM (POC), hereinafter, are in full agreement regarding the following:

1. THAT Affiant is competent to state the matters included in his/her declaration, has knowledge of the facts, and declared that to the best of his/her knowledge, the statements made in his/her affidavit are true, correct, and not meant to mislead;
2. THAT Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of JASON SMITH organization # 363-02-5626, evidenced by UCC-1 Financing Statement # 2393329-92.01 filed with the Secretary of State of the State of Kentucky.
3. THAT Respondent, Orlans is participating in a commercial enterprise with his co-business partners (or employees), including but not limited to NATIONSTAR MORTGAGE, hereinafter collectively referred to as "Respondent";
4. THAT The governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;
5. THAT Affiant at no time has willingly, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;
6. THAT Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;
7. THAT Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;

8. THAT on January 21, 2009, Affiant sent a PROOF OF CLAIM to the Respondent requesting proof of claim as to the file contract #,4260238 (or whatever the purpose was of the POC) in regards to proof of what was loaned, bank money or bank credit (or whatever), and other various proofs of claim to support a valid lawful contract.

9. THAT Respondent had 10 (or 7 or 3 depending upon circumstances and time!) days to respond with proof of claim, point for point, however elected to remain silent or otherwise refused to provide said proof of claim(s) and therefore has failed to state a claim upon which relief can be granted and has agreed and stipulated to the facts and agreed that the Secured Party can discharge said debt via the remedy provided by Congress via HJR-192.

10. THAT Respondent has dishonored Affiant's POC by not providing Proof of Claim(s) to their Loan Contract. This dishonor is now deemed a charge against the Respondent.

11. THAT in order to exhaust all administrative remedies, it is required that a Notarial Protest be executed to obtain the evidence of a private judgment based upon the Respondent's default and dishonor. In the event no response is received by the Public Official (Notary), said Notarial Protest will act as a witness against Respondent. A FORMAL CERTIFICATE OF DISHONOR will be issued which will act as a Default Judgment against Respondent who may then be taken in to involuntary bankruptcy liquidation whereby all the equity in the name of Respondent will be disposed of in a foreign proceeding.

It has been said, so it is done.

Dated this 23 day of November, 2009.

Jason Smith

....., Affiant

State of Michigan)

) ss

Wayne county)

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 23 day of November 2009 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

ASHLEY ORME (seal)

Notary Public

My Commission expires 12/28/2012

